Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

CONTRACTS—SATISFACTORY PERFORMANCE.—Plaintiff entered into a contract to paint defendant's house, guaranteeing performance in a workmanlike manner and to the entire satisfaction of defendant. The materials used were of the best quality and the work was done in a workmanlike manner, but defendant was dissatisfied with the spotted appearance of the house, which gradually increased after the job was completed. In a suit for the agreed price, defendant's counsel moved for a directed verdict on the ground that the evidence did not show satisfaction on the part of the defendant. This was refused and the case submitted to the jury on the instruction that the verdict should turn on whether or not the work was well done and a reasonable man would be satisfied. *Held,* that the submission to the jury was proper. *Miller* v. *Phillips* (R. I. 1916), 98 Atl. 59.

Apparently there is a decided conflict in the decisions of the various courts which have been called upon to decide whether or not the contracting party shall be the sole judge of the question of satisfaction. The tendency of the courts in the more recent decisions seems to be in harmony with the reasoning in the principal case. *Waite* v. *Shoemaker & Co.,* 50 Mont. 264, 146 Pac. 736; *Gladding, Mc Bean & Co.* v. *Montgomery,* 20 Cal. App. 276, 128 Pac. 790; *Hawken* v. *Daley,* 85 Conn. 16, 81 Atl. 1053; *Hopkins* v. *Graham,* 149 Mass. 284, 21 N. E. 312; *Keeler* v. *Clifford,* 62 Ill. App. 64. In a large group of cases the courts allow the contracting party to decide whether or not the work done or article manufactured is satisfactory as a condition precedent to the other party's right to recover, if the object of the contract is to gratify personal taste or serve personal convenience. *Barnett* v. *Beggs,* 208 Fed. 255; *Schand* v. *Jandorf,* 175 Mich. 88, 140 N. W. 996; *Hanaford* v. *Stevens & Co.* (R. I. 1916), 98 Atl. 209; *Haven* v. *Russell,* 34 N. Y. Supp. 292; *Moore* v. *Goodwin,* 43 Hun. 534; *Saleski* v. *Clark,* 44 Conn. 218, 26 Am. Rep. 446; *Hausding* v. *Soloman,* 127 Mich. 654. There are some cases which are apparently in conflict with the reasoning of the principal case. *McCarren* v. *McNulty,* 73 Mass. (7 Gray) 139; *Koehler* v. *Buhl,* 94 Mich. 496; *Exhaust Ventilator Co.* v. *Chicago, etc. R. Co.,* 66 Wis. 218. Whether or not a reasonable man would be satisfied under the circumstances is not considered and the absolute right of the party to determine the question is recognized. In many of these cases the same result could be obtained by applying the rule followed in those cases which refuse to allow the promisee to question the ground of decision on the part of the promisor when the fancy, taste, or personal judgment of the promisor are involved.

CORPORATIONS—ACTION AGAINST FOREIGN CORPORATION DOING BUSINESS IN THE STATE WITHOUT LICENSE.—§ 1753 of the Statutes provided that all issuance by the corporation of corporate stock below par should be void. § 1770b (10) declared that all foreign corporations doing business in the state were amenable to the same restrictions as domestic corporations. It was also provided that foreign corporations wishing to do business in the state should register and pay a license fee. The plaintiff seeks on the ground of fraud to recover the money he paid for stock in the defendant corporation, incorporated in another state and not licensed to do business in Wisconsin,